

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

IN THE COURT OF COMMON PLEAS

Aiken, Bridges, Elliott, Tyler & Saleeby, P.A.

FILED

CIVIL ACTION COVERSHEET

Plaintiff(s)

2018 FEB 12 PM 1:06

2018-CP - 21- 389

vs.

DORIS PAULOS O'HARA
COOP & GS
FLORENCE COUNTY, SC

Justice Family Farms, LLC

Defendant(s)

Submitted By: Kevin M. Barth

Address: P.O. Box 107

Florence, SC 29503

SC Bar #: 559

Telephone #: 843-662-6301

Fax #: 843-664-8384

Other:

E-mail: kbath@bblawsc.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | | | |
|---|--|--|--|---|---|
| Contracts
<input type="checkbox"/> Constructions (100)
<input checked="" type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Fraud/Bad Faith (150)
<input type="checkbox"/> Failure to Deliver/Warranty (160)
<input type="checkbox"/> Employment Discrim (170)
<input type="checkbox"/> Employment (180)
<input type="checkbox"/> Other (199) _____ | Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20____-NI-_____
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) _____ | Torts - Personal Injury
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Assault/Battery (370)
<input type="checkbox"/> Slander/Libel (380)
<input type="checkbox"/> Other (399) _____ | Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) _____ | | |
| Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) _____ | Administrative Law/Relief
<input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture—Consent Order (850)
<input type="checkbox"/> Other (899) _____ | Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Incapacitated Adult Settlement (790)
<input type="checkbox"/> Other (799) _____ | Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) _____ | | |
| Special/Complex /Other
<table border="0"> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Environmental (600)
 <input type="checkbox"/> Automobile Arb. (610)
 <input type="checkbox"/> Medical (620)
 <input type="checkbox"/> Other (699) _____
 <input type="checkbox"/> Sexual Predator (510)
 <input type="checkbox"/> Permanent Restraining Order (680)
 <input type="checkbox"/> Interpleader (690) </td> <td style="vertical-align: top;"> <input type="checkbox"/> Pharmaceuticals (630)
 <input type="checkbox"/> Unfair Trade Practices (640)
 <input type="checkbox"/> Out-of State Depositions (650)
 <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
 <input type="checkbox"/> Pre-Suit Discovery (670) </td> </tr> </table> | | | | <input type="checkbox"/> Environmental (600)
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<input type="checkbox"/> Pre-Suit Discovery (670) |
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<input type="checkbox"/> Permanent Restraining Order (680)
<input type="checkbox"/> Interpleader (690) | <input type="checkbox"/> Pharmaceuticals (630)
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<input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
<input type="checkbox"/> Pre-Suit Discovery (670) | | | | |

Submitting Party Signature: 

Date: February 6, 2018

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FILED

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE

2018 FEB 12 PM 1:06

TWELFTH JUDICIAL CIRCUIT.

CASE NO. 18-CP-21-389

Aiken, Bridges, Elliott, DORIS PCULOS CHARA
Tyler & Saleeby, P.A., CCCP & GS
FLORENCE COUNTY, SC

Plaintiff,

v.

Justice Family Farms, LLC,

Defendant.


SUMMONS

TO DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscriber at 205 N. Irby Street, Florence, South Carolina, within thirty (30) days from the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

BARTH, BALLENGER & LEWIS, LLP

By:


KEVIN M. BARTH
POST OFFICE BOX 107
FLORENCE, SOUTH CAROLINA 29503
(843) 662-6301
kbarth@bbllawsc.com

Florence, South Carolina

February 6, 2018

FILED

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

Aiken, Bridges, Elliott,)
Tyler & Saleeby, P.A.,)
FLORENCE COUNTY, SC)

Plaintiff,)

v.)

Justice Family Farms, LLC,)

Defendant.)

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
CASE NO. 18-CP-21-389

COMPLAINT

(UNFAIR TRADE PRACTICES)
(BREACH OF CONTRACT)

The Plaintiff, complaining of the Defendant herein, would allege and show unto this Court as follows:

1. The Plaintiff is a professional association organized and existing pursuant to the laws of the State of South Carolina with its principal place of business in Florence County.

2. The Defendant is a limited liability company organized and existing pursuant to the laws of one of the states of the United States other than the state of South Carolina but who maintains agents, employees and/or servants in the State of South Carolina and who owns property and transacts business in the County of Florence, State of South Carolina.

3. On or about November 15, 2013, the Defendant hired the Plaintiff to represent it in regard to litigation involving the Defendant and other parties with whom it had a dispute about payment.

#1
MMB

4. In order to retain the services of the Plaintiff, the Defendant agreed to pay for those services rendered on its behalf at the rate of \$175.00 per hour.

5. Pursuant to this agreement, the Defendant agreed to pay for all costs and services rendered on its behalf and did pay same for a period of time.

AS A FIRST CAUSE OF ACTION

6. That each and every allegation contained herein above is reiterated herein as fully as if set forth herein verbatim.

7. At the Defendant's request, the Plaintiff expended many hours of its attorneys' and paralegals' time and many dollars on behalf of the Defendant in its representation of Defendant. Despite repeated demand, the Defendant has failed to pay in full for such services and costs. As a result, Plaintiff is informed and believes that Defendant has breached its agreement with Plaintiff.

8. As a consequence of the Defendant's breach of the aforesaid Agreement, the Plaintiff has been damaged. The Defendant presently owes the Plaintiff the sum of Fifty-Five Thousand Three Hundred Twenty Seven and 31/100 (\$55,327.31) Dollars for its services and costs in representing the Defendant. This sum represents principal as of March 23, 2016, as verified by the Affidavit and Verified Statement of Account of Samuel F. Arthur, III, Esquire, which is attached hereto and incorporated herein by reference as Exhibit A.

#2
HB

9. This is an attempt to collect a debt. Any information obtained hereby will be used for that purpose. A copy of some rights Defendant may have pursuant to law is attached hereto and incorporated herein by reference as Exhibit B.

AS A SECOND CAUSE OF ACTION
(Unfair Trade Practices - §39-5-10, et seq.)

10. That each and every allegation contained herein above is reiterated herein as fully as if set forth herein verbatim.

11. The Defendant's conduct amounted to unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce. More specifically, this Defendant has repeatedly retained attorneys, people and entities to perform work on its behalf and then, for no legitimate purpose, has failed to pay them for this work.

12. Moreover, the unfair deceptive acts and practices on behalf of the Defendant have an impact upon the public interest and have the potential for repetition.

13. The Plaintiff is informed and believes the Defendant unfairly, deceptively, and wrongfully engaged in improper business practices relating to the failure to pay for services legitimately provided to the Defendant. The Plaintiff further believes the Defendant will continue to unfairly, deceptively and wrongfully fail to pay for work done on its behalf.

14. By virtue of the Defendant's unfair and deceptive acts and practices, the Plaintiff has been actually damaged.

#3
MB

15. The Defendant's use or employment of unfair or deceptive methods, acts, and practices was willful, wanton and knowing; therefore, the Plaintiff is informed and believes it is entitled to an award of three (3) times the actual damages sustained, costs, reasonable attorney's fees and for such other relief as this court deems necessary and proper.

WHEREFORE, the Plaintiff prays that judgment be entered in favor of the Plaintiff and against the Defendant in the amount of Fifty-Five Thousand Three Hundred Twenty-Seven and 31/100 (\$55,327.61) Dollars, plus pre-judgment interest on its First Cause of Action, and for treble damages and attorney's fees and costs on its Second Cause of Action, and such other and further relief as the Court deems just and proper.

BARTH, BALLENGER & LEWIS, LLP

By: 

KEVIN M. BARTH
ATTORNEYS FOR PLAINTIFF
POST OFFICE BOX 107
FLORENCE, SOUTH CAROLINA 29503
(843) 662-6301
kbarth@bblawsc.com

Florence, South Carolina

February 6, 2018

#4

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

FILED

2018 FEB 12 PM 1:06

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
CASE NO. 18-CP-21-

Aiken, Bridges, Elliott, DORIS POULOS O'HARA
Tyler & Saleeby, P.A., CECOP & GS
FLORENCE COUNTY, SC

Plaintiff,

v.

Justice Family Farms, LLC,

Defendant.

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, Samuel F. Arthur, III, who
being duly sworn deposes and says as follows:

1. He is an authorized representative of the Plaintiff,
and is authorized to make this Affidavit on behalf of same.

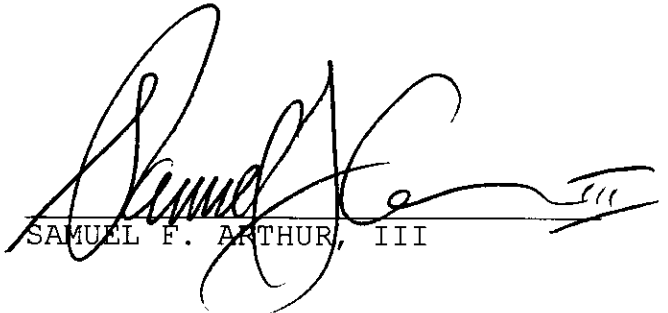
2. He is familiar with the account forming the basis for
the within action, that all the matters alleged therein are true
of his own knowledge, or the records of the corporation, except
for those allegations upon information and belief, and as to
those, he believes them to be true.

3. That the Defendant retained Plaintiff to represent it
in pending litigation and agreed to pay for same at the rate of
\$175.00 per hour, plus costs.

4. Plaintiff performed all its obligations to the
Defendant, thus earning the fees itemized in this Affidavit.
Defendant paid for some of the work performed by Plaintiff but
has refused to pay for the remainder of the work.


5. The total outstanding account balance of the Defendant past due and payable to the Plaintiff pursuant to their agreement is the sum of Fifty-Five Thousand Three Hundred Twenty-Seven and 31/100 (\$55,327.61) Dollars as of March 23, 2016, said sum including all just credits given.

FURTHER DEPONENT SAITH NOT!



SAMUEL F. ARTHUR, III

Sworn to and subscribed before
me this 6th day of February, 2018



Tracey W. Daisler
Notary in and for South Carolina
My Commission Expires: 6-2-2019

EXHIBIT A

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION
PRACTICES ACT, (THE ACT)
15 U.S.C. SECTION 1601 AS AMENDED**

1. The past-due amount of the debt is Fifty-Five Thousand Three Hundred Twenty-Seven and 31/100 (\$55,327.61) Dollars, which includes attorney's fees and costs.
2. The Creditor is Aiken Bridges Elliott Tyler & Saleeby, PA.
3. The debt described in the Complaint attached hereto will be assumed to be valid by the Creditor's law firm unless you, the debtors, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or some portion thereof.
4. If you, the debtors, notify the Creditor's law firm within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtors, by the Creditor's law firm.
5. If the creditor named is not the original Creditor, and if you make a request to the Creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to Kevin M. Barth, Post Office Box 107, Florence, South Carolina 29503.
7. This notice should not be construed as a thirty (30) days grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.
8. This notice is an attempt to collect a debt and information obtained will be used for that purpose.

EXHIBIT B

FINAL

**Aiken
Bridges
Attorneys at Law**
FEDERAL TAX ID NO. 57-0825700

03/23/2016 SFA

MR. DUSTIN DEANE
JAMES C. JUSTICE COMPANIES, INC.
302 SOUTH JEFFERSON STREET
ROANOKE VA 24011

Client #: JA001
File #: 00030560
As of Date: 03/23/2016
Invoice #: 30160792

RE: GUESS FARM EQUIPMENT COMPANY, INC. D/B/A
GUESS IRRIGATION COMPANY VS. JUSTICE FAMILY
FARMS, LLC, CATFISH BAY, LLC, AND CARTER
BANK & TRUST - GUESS FARM EQUIPMENT
COMPANY, INC. VS. VERMONT INDUSTRIES, INC.,
D/B/A VALMONT IRRIGATION A/K/A VALLEY
IRRIGATION
2011-CP-17-00413
OUR FILE: 30560(SFA)

GUESS FARM EQUIPMENT COMPANY, INC.

For Services Rendered From 02/01/2016 Through 03/16/2016

SERVICES RENDERED		REGULAR ACCOUNT ACTIVITY			
DATE	TKPR	DESCRIPTION OF SERVICES RENDERED	RATE	HOURS	AMOUNT
02/01/2016	SFA	Receipt and review of email from T. Strickland re: status of Order to be filed in Marlboro County;	175.00	.10	17.50
02/02/2016	SFA	Receipt and review of multiple emails from J. Baker with portions of trial transcript;	175.00	.20	35.00
02/02/2016	SFA	Reply email to J. Baker re: confirmation of receipt of both portions of trial transcript;	175.00	.10	17.50
02/02/2016	SFA	Receipt and review of email from N. Poltash re: receipt of trial transcript;	175.00	.10	17.50
02/02/2016	SFA	Receipt and review of email from B. Marston re: Marlboro County Order;	175.00	.10	17.50
02/02/2016	SFA	Receipt and review of email from B. Marston re: memo regarding status of transcripts;	175.00	.10	17.50
02/02/2016	SFA	Receipt and review of email from M. Monday re: preparation of appellate brief;	175.00	.10	17.50
02/04/2016	SFA	Receipt and review of email from S. Keck re: request for court reporter contact information;	175.00	.10	17.50
02/04/2016	SFA	Receipt and review of correspondence from A. Lindemann to J. Rice re: request for copy of hearing transcript;	175.00	.10	17.50

File #: 00030560
MR. DUSTIN DEANE
JAMES C. JUSTICE COMPANIES, INC.

Page#: 2
Invoice #: 30160792

02/05/2016 SFA	Receipt and review of email from B. Marston re: receipt of Marlboro Order and timeline for any notice of appeal;	175.00	.10	17.50
02/05/2016 SFA	Receipt and review of email 2 from B. Marston re: Marlboro Order and deadline for filing notice of appeal;	175.00	.10	17.50
02/05/2016 SFA	Receipt and review of email from B. Marston re: possible settlement;	175.00	.10	17.50
02/08/2016 SFA	Receipt and review of email from A. Morgan re: Notice of Appeal filing deadline for most recent order;	175.00	.10	17.50
02/11/2016 SFA	Receipt and review of email from B. Marston re: updated appeal memo and status of settlement negotiations;	175.00	.10	17.50
02/12/2016 SFA	Receipt and review of correspondence from B. Buffington to J. Rice re: request for copy of hearing transcript;	175.00	.10	17.50
02/17/2016 SFA	Receipt and review of email from B. Marston to A. Lindemann re: request for conference regarding possible settlement and need for extension of filing deadlines;	175.00	.10	17.50
02/28/2016 SFA	Receipt and review of correspondence from opposing counsel with copy of Motion for Extension of Time to submit brief;	175.00	.20	35.00
03/01/2016 SFA	Receipt and review of email from J. Baker with copy of Notice of Appearance filed by A. Lindemann;	175.00	.10	17.50
03/01/2016 SFA	Receipt and review of email from J. Baker with copy of Notice of Appeal related to Marlboro County action;	175.00	.10	17.50
03/01/2016 SFA	Receipt and review of email from B. Marston to clients with copies of filed pleadings;	175.00	.10	17.50
03/02/2016 SFA	Receipt and review of email from J. Baker to B. Marston re: request for clocked copies of Orders granting motions for admission PHV;	175.00	.10	17.50
03/02/2016 SFA	Receipt and review of email from S. Keck re: PHV Orders;	175.00	.10	17.50
03/03/2016 SFA	Receipt and review of correspondence from A. Lindemann to the Hon. W. Funderburk with Notice of Appearance for Marlboro County action;	175.00	.20	35.00
03/03/2016 SFA	Receipt and review of correspondence from A. Lindemann to the Hon. J. Kitchings and the Hon. W. Funderburk with Notice of Appeal and review same;	175.00	.30	52.50

File #: 00030560
 MR. DUSTIN DEANE
 JAMES C. JUSTICE COMPANIES, INC.

Page#: 3
 Invoice #: 30160792

03/11/2016 SFA	Receipt and review of email from B. Marston with draft settlement agreement and review same;	175.00	.50	87.50
03/11/2016 SFA	Reply email to B. Marston re: review of settlement agreement and comments re: confidentiality provision;	175.00	.20	35.00
03/11/2016 SFA	Receipt and review of email from D. Deane re: approval of proposed settlement agreement;	175.00	.10	17.50
03/11/2016 SFA	Receipt and review of email from B. Marston re: confidentiality provision in settlement agreement;	175.00	.10	17.50
03/11/2016 SFA	Receipt and review of email from B. Marston to D. Deane re: settlement agreement;	175.00	.10	17.50
03/11/2016 SFA	Receipt and review of email from J. Justice re: approval of proposed settlement agreement;	175.00	.10	17.50
03/14/2016 SFA	Receipt and review of email from B. Marston re: confidentiality provision of Settlement Agreement;	175.00	.10	17.50
03/14/2016 SFA	Reply email to B. Marston re: confidentiality provision of Settlement Agreement;	175.00	.20	35.00
03/16/2016 SFA	Receipt and review of email from B. Marston re: confirmation of settlement of case;	175.00	.10	17.50
TOTAL SERVICES RENDERED:			4.40	\$770.00

TIMEKEEPER SUMMARY:

SFA	- SAMUEL F. ARTHUR, III, PARTNER	4.40 HRS @ \$ 175.00/HR =	770.00
	Totals	4.40	\$770.00

EXPENSES ADVANCED

DATE	DESCRIPTION	AMOUNT
02/01/2016	FedEx - FedEx First Overnight from Samuel F. Arthur, III to K. Brett Murton on Dec. 16, 2015; #73184	54.66
02/01/2016	FedEx - FedEx First Overnight from Samuel F. Arthur, III to Brett Marston on Dec. 29, 2015; #73184	54.66
TOTAL EXPENSES ADVANCED:		\$109.32

File #: 00030560
MR. DUSTIN DEANE
JAMES C. JUSTICE COMPANIES, INC.

Page#: 4
Invoice #: 30160792

PREVIOUS BALANCE:	54,447.99
CURRENT CHARGES:	879.32
LESS PAYMENTS:	0.00
TOTAL AMOUNT DUE:	<u>\$55,327.31</u>

Aiken Bridges Attorneys at Law

J. Boone Aiken, III •
Saunders M. Bridges, Jr. •+
E. Glenn Elliott •
Matthew N. Tyler •
James M. Saleeby, Jr.
J. David Banner
Samuel F. Arthur, III
Jay R. Lee
Preston B. Dawkins
Carrie A. Fox
J. Rufus Bratton, III
John G. Hoffer, III

SFA@AIKENBRIDGES.COM
843-669-8787, ext. 308
Facsimile: 843-664-0097

Alvin A. Coleman (1930-1995)

March 23, 2016

•Certified Mediator/Arbitrator
+Also Admitted District of Columbia

Dustin Deane, Esquire
General Counsel of Litigation and Risk Management
James C. Justice Companies, Inc. and Affiliates
302 South Jefferson Street
Roanoke, VA 24011

RE: Guess Farm Equipment Company, Inc. vs. Justice Family Farms, LLC, Catfish Bay, LLC, and Carter Bank & Trust - Guess Farm Equipment Company, Inc. vs. Valmont Industries, Inc., d/b/a Valmont Irrigation a/k/a Valley Irrigation
C/A No.: 2011-CP-17-00413
AB File No.: 30560

Dear Mr. Deane:

Enclosed herewith for your review and approval is a final statement for our professional services rendered in connection with this matter. Upon review, should you have any questions or concerns, please do not hesitate to contact me. Otherwise, should all appear in order, I would appreciate you placing the enclosed invoice in line for payment at your earliest possible convenience.

As always, thank you for your assistance and cooperation. Should you have any questions regarding any of the above, please do not hesitate to contact me.

With kind regards,

Yours very truly,


SAMUEL F. ARTHUR, III

SFAIII/twd
Enclosure

Aiken
Bridges
Attorneys at Law

March 23, 2016

Page 2

cc: K. Brett Marston, Esquire
Gentry Locke Rakes & Moore, LLP
10 Franklin Road, Suite 900
Roanoke, VA 24011

Steve Ball, Esquire
General Counsel of Litigation and Risk Management
James C. Justice Companies, Inc. and Affiliates
302 South Jefferson Street
Roanoke, VA 24011

(With enclosure)